

United States Bankruptcy Court
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BKM Holdings (Cayman) Ltd.
Name of Transferee

Cantor Fitzgerald Securities
Name of Transferor

Court Claim #: 59565
Claim Amount: \$975,868.26 (in allowed amount)
relating to ISIN XS0373609295

Name and Address where notices to Transferee
should be sent:

BKM Holdings (Cayman) Ltd.
c/o Davidson Kempner Capital Management
520 Madison Avenue, 30th Floor
New York, NY 10022
Attn.: Jennifer Donovan
(212) 446-4018
jdonovan@dkpartners.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BKM HOLDINGS (CAYMAN) LTD.
By: Midtown Acquisitions LP, its sole shareholder
By: Midtown Acquisitions GP LLC, its general partner

By: A. Friedman
Name: Arnam Friedman
Title: Manager

Date: May 3, 2016

AMENDMENT TO ASSIGNMENT AGREEMENT

This Amendment to Agreement and Evidence of Transfer of Claim, dated as of May 3, 2016 (this “Amendment”), is entered into by Cantor Fitzgerald Securities (“Cantor”) and BKM Holdings (Cayman) Ltd. (“BKM” and, together with Cantor, the “Parties”).

RECITALS

A. Cantor and BKM entered into the Agreement and Evidence of Transfer of Claim, dated October 26, 2015, and filed a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) on November 23, 2015 (docket number 51534) (the “Assignment Agreement”); and

B. The Parties desire to amend certain provisions of the Assignment Agreement as set forth below.

AGREEMENT

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Assignment Agreement.

Section 2. Schedule 1. The Parties hereby acknowledge and agree that the line item in Schedule 1 of the Assignment Agreement relating to ISIN XS0373609295 shall be amended and restated in its entirety as set forth in the chart below:

<u>ISIN</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Principal / Notional Amount</u>	<u>ISIN CCY</u>	<u>POC #</u>	<u>USD Allowed Amount</u>
XS0373609295	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	3,440,000.00	USD	59565.00	\$3,172,955.41

Section 3. Schedule 2. The Parties hereby acknowledge and agree that the line item in Schedule 2 of the Assignment Agreement relating to ISIN XS0373609295 shall be amended and restated in its entirety as set forth in the chart below:

<u>ISIN</u>	<u>POC#</u>	<u>Allowed Amount</u>	<u>17-Apr-12</u>	<u>1-Oct-12</u>	<u>4-Apr-13</u>	<u>3-Oct-13</u>	<u>3-Apr-14</u>	<u>2-Oct-14</u>	<u>2-Apr-15</u>	<u>2-Oct-15</u>
XS0373609295	59565.00	\$3,172,955.41					\$125,707.29	\$94,343.23	\$64,383.61	\$49,106.59

Section 4. Schedule 4. The Parties hereby acknowledge and agree that the line item in Schedule 4 of the Assignment Agreement relating to ISIN XS0373609295 shall be amended and restated in its entirety as set forth in the chart below:

<u>ISIN</u>	<u>POC#</u>	<u>USD Allowed Amount</u>
XS0373609295	59565.00	\$3,172,955.41

Section 5. Effect of Amendment. Except as expressly amended hereby, all of the terms of the Assignment Agreement (including without limitation the representations, warranties, covenants and conditions) shall remain unchanged and shall continue to be in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Assignment Agreement, the provisions of this Amendment shall govern.

Section 6. Survival; Successors and Assigns. The terms of this Amendment shall survive the execution, delivery and performance hereof. This Amendment shall inure to the benefit of, be binding upon and be enforceable by and against the parties hereto and their respective successors and assigns.

Section 7. Counterpart Execution. This Amendment may be executed in any number of counterparts (including by facsimile, email, or other means of electronic transmission), each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one agreement binding all of the parties hereto.

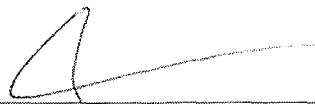
Section 8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (without regard to any conflict of law provision that would require the application of the law of any other jurisdiction).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.



CANTOR FITZGERALD SECURITIES

By: 
Name: James Bond
Title: Chief Operating Officer

BKM HOLDINGS (CAYMAN) LTD.

By Midtown Acquisitions L.P., its sole shareholder
By Midtown Acquisitions GP LLC, its general partner

By: _____
Name: _____
Title: _____

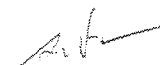
[CFS signature page to Lehman Bros (e) Amendment]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CANTOR FITZGERALD SECURITIES

By: _____
Name:
Title:

BKM HOLDINGS (CAYMAN) LTD.
By Midtown Acquisitions L.P., its sole shareholder
By Midtown Acquisitions GP LLC, its general partner

By:  _____
Name: *Aaron Friedman*
Title: *Manager*